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HELM
FINANCIAL CORPORATION

One Embarcadero Center • San Francisco, CA 94111

RECORDATION NO 17439 -A
FILED 1423

415/398-4510

VIA AIR COURIER

JUL 16 1991 -2 15 PM
INTERSTATE COMMERCE COMMISSION

July 12, 1991

Ms. Mildred Lee
Recordations Unit
Interstate Commerce Commission
12th & Constitution Avenue, N.W.
Washington, D.C. 20423

Dear Ms. Lee:

Enclosed is an Amendment 1 to First Amended and Restated Lease of Railroad Equipment dated November 21, 1990.

Please file this supplement as ICC Recordation 17439-A. (Original filing is included in this package for filing). The filing fee of \$15.00 is enclosed. Thank you.

Sincerely,

Karen Rahnasto

Karen Rahnasto
Fleet Operations Administrator

KMR: rcr
enclosures

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AMENDMENT 1
TO
FIRST AMENDED AND RESTATED
LEASE OF RAILROAD EQUIPMENT
DATED NOVEMBER 21, 1990

17439 -A
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INTERSTATE COMMERCE COMMISSION

TENNSV, INC. ("Lessee") and HELM PACIFIC LEASING ("Lessor"), have heretofore entered into a Lease of Railroad Equipment ("Lease") dated November 21, 1990 covering fifty (50), 60 foot, 100-ton boxcars.

The parties wish to amend the Lease to reflect the following changes:

Section 5, paragraph 1, shall be replaced in its entirety as follows:

Lessee shall pay to Lessor as rental for the Units an amount of _____ per Unit per month ("Rent") from the date of delivery to and including May 31, 1991. Rent shall be increased to _____

_____ it per month effective June 1, 1991 and continuing throughout the remaining Term of this Lease, subject to the Adjustment of Rent as defined in the amended Section 10 of the Lease. Rent shall become effective, with regard to each of the Units, upon the date of the delivery of each Unit as provided in Section 2 hereof, and shall continue in effect, with regard to each of the Units, until returned to Lessor at the end of the Term of this Lease, as hereafter provided in Section 12. Payment of Rent during the Interim Term with respect to each Unit shall be made on the first day of each month in advance, except that the first Interim Term Rent payment with respect to each Unit shall be made in advance upon Delivery and shall be pro-rated on a daily basis if the Unit is delivered other than on the first day of any month. On or prior to July 31, 1991, Lessee shall provide an irrevocable Stand-By Letter of Credit, payable at site by a bank, having been mutually agreed upon by Lessor and Lessee in the amount _____ that provides the Lessor to draw against it for any amount Lessee is in default, regarding Rent payment, repair payment, deductible on insurance payment, or settlement value payment for Casualty Occurrences. Throughout the Term of this Lease Lessee shall maintain Letter(s) of Credit with available drawings in a total amount of _____ all costs associated with the Letter of Credit shall be for the account of the Lessee. Payment of Rent during the Fixed Term shall be made on the first day of each month in advance with the first month's Fixed Term Rent payment due on the Effective Date. Payment of Rent shall be made to Lessor at the address specified in Section 21.

Section 10, paragraph 7, shall be changed and amended as follows:

In the first sentence the phrase "occurrence" shall be replaced by the phrase "event", and the following sentence shall be added at the end of paragraph 7, "In the event that Lessee shall obtain public liability insurance in a minimum amount of \$1,000,000, an adjustment of rent ("Adjustment of Rent") shall take place as follows: Rent shall be reduced to 10% of the original rent per Unit per month effective the first day of the month following the date Lessee provides Lessor with evidence of such coverage and continuing through the Term of this Lease.

Executed in four (4) original counterparts as of this 31st day of May, 1991.

IN WITNESS WHEREOF, the Lessor and the Lessee, each pursuant to due authority, have caused these presents to be signed in their respective names.

HELM PACIFIC LEASING

By: Walter M. Peterson
Vice President
Helm Pacific Corporation
its Joint Venturer

By: Charles R. Enck
Title: PRESIDENT
Union Pacific Venture
Leasing Corporation
its Joint Venturer

TENNSV, INC.

By: [Signature]
Title: President

STATE OF CALIFORNIA)
)
COUNTY OF SAN FRANCISCO)

On this 21st day of June, 1991, before me personally appeared William M. Peterson to me personally known, who, being by me duly sworn, says that he is Exec. V.P. of HELM PACIFIC CORPORATION, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation as a joint venture partner of Helm-Pacific Leasing.

Karen Staudenmaier
Notary Public

My Commission Expires: July 26, 1993

[Notarial Seal]



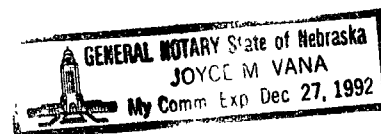
STATE OF NEBRASKA)
)
COUNTY OF DOUGLAS)

On this 1 day of July, 1991, before me personally appeared Charles G. Smith, to me personally known, who being by me duly sworn says that he is a President of UNION PACIFIC VENTURE LEASING CORPORATION, that said instrument was signed and sealed on behalf of said corporation by authority of its President and Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation as a joint venture partner of Helm-Pacific Leasing.

Joyce M. Vana
Notary Public

My Commission Expires: 12/27/92

[Notarial Seal]



STATE OF Okla.)
COUNTY OF Okla.) s

On this 19th day of June, 1991, before me personally appeared John O. Pitts Jr., to me personally known, who being by me duly sworn says that he is President of TENNSV, INC., that said instrument was signed and sealed on behalf of said corporation by authority of its President and Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Sharon Kay Oilders
Notary Public

My Commission Expires: 7-28-94

[Notarial Seal]